

18-08
White Collar
1989-1991AGREEMENT

Township of Franklin, Employer

between:

Franklin Township

National Union of Public Employees, Local 930

THIS AGREEMENT made and entered into as of this 1st day of January, 1989, between the TOWNSHIP OF FRANKLIN, 475 De Mott Lane, Somerset, New Jersey, hereinafter referred to as the "EMPLOYER", and LOCAL 930, NATIONAL UNION OF PUBLIC EMPLOYEES, a labor organization with its principal place of business at 6-7 Village Square East, Botany Village, Clifton, New Jersey, hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the Union has presented proof that it represents a majority of the Clerical employees employed by the Township of Franklin, excluding blue collar employees, confidential employees, managerial executives and supervisors within the meaning of the Act.

WHEREAS, the Township of Franklin by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the clerical employees, excluding blue collar employees, confidential employees, managerial executives and supervisors within the meaning of the Act.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

ARTICLE 1. RECOGNITION

Section 1. The Township of Franklin hereby recognizes the Union as the sole and exclusive bargaining agent for all clerical employees now employed or to be employed in the Township, excluding blue collar employees, confidential employees, managerial executives and supervisors of the Township of Franklin in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

Section 2. The Bargaining Unit shall consist of all clerical employees and the following white collar employees: Police Dispatcher, Code Enforcement Officer, Engineering Inspector, Deputy Assessor, Field Assessor, Zoning Inspector, Fire Prevention Inspectors, Deputy Clerk, Deputy Tax Collector, Assistant Health Officer, Sanitarian, Deputy Court Clerk, Recreation Administrative Aide, Park and Recreation Assistant, Jr. Engineer, Sr. Engineer and Planning Associate.

Section 3. Wherever used herein the term "Employees" shall mean and be construed only as referring to all clerical employees covered by this Agreement.

ARTICLE 2. AGENCY SHOP PROVISION

REPRESENTATION FEE: If an employee does not become a member of Local 930, N.U.P.E., during any membership year from January 1 through December 31, which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to Local 930 for that membership year.

Prior to the beginning of each membership year, Local 930, N.U.P.E., will notify the employee in writing of the amount of the regular membership dues which Local 930 intends to charge to its members for that membership year. The Representation Fee to be paid by non-members will be equal to eighty-five (85%) per cent of that amount.

During each membership year covered in whole or in part of this Agreement, Local 930, National Union of Public Employees, will submit to the Employer a list of those employees who have not become members of Local 930 for the then current membership year. The Employer will deduct from the salaries from such employees the full amount of the Representation Fee and will promptly transmit the amount so deducted to Local 930.

The Employer will deduct the Representation Fee in equal installments as nearly as possible from the pay checks paid to each employee on the aforesaid list during the membership year in question. The deductions will begin with the second pay check paid after receipt of the aforesaid list by the Employer.

If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before Local 930 has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

Local 930, National Union of Public Employees, will notify the Employer in writing of any change in the list provided to the Employer and will notify the Employer of any change in the amount of the Representation Fee.

Local 930, N.U.P.E., shall establish and maintain at all times a Demand and Return System as provided by N.J.S.A 34:13A-5.5(c) and 5.6 and membership in Local 930 shall be available to all employees in the Bargaining Unit on an equal basis at all times. In the event Local 930 fails to maintain such a system or if membership is not available, the Employer shall immediately cease making such deductions.

ARTICLE 3. GRIEVANCE PROCEDURE

Section 1. A grievance shall be a claim by an employee that as to him has been harmed by the interpretation or application of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause of the grievance occurred, and the procedure following shall be resorted to as the said means of obtaining adjustment of the grievance.

Section 3. PROCEDURE

(a.) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

(b.) The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Supervisor. The Supervisor shall within five (5) working days thereafter give an oral or written answer on the grievance.

(c.) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and within five (5) days the Shop Steward shall serve the same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the Director of the Department and a representative of the Union. A written decision shall be given the Union within five (5) working days thereafter.

(d.) If the decision given by the Director of the Department to the Union does not satisfactorily settle the grievance, the Union shall notify the Township Manager, within five (5) working days of its desire to meet with the Township Manager, who shall meet with a representative of the Union within five (5) working days after receipt of such notice by the Township Manager. A written decision shall be given to the Union within five (5) working days thereafter, except this time period may be extended by mutual agreement.

(e.) In the event the grievance is not satisfactorily settled by the meeting between the Township Manager and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Mediation or Public Employment Relations commission to aid them in the selection of an Arbitrator, according to the rules and regulations of the Board or Commission, respectively, who shall have full power to hear and determine the dispute, and the Arbitrator's decision shall be final and binding.

Section 4. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 5. The cost of the arbitrator shall be shared equally by the Employer and the Union.

ARTICLE 4. SENIORITY

Section 1.

a. The Employer shall establish and maintain a seniority list of employees, names and dates of employment. Employment date shall be original date of hire on payroll. The employee with the longest length of continuous and uninterrupted Department service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the end of the list.

b. In the event of a temporary absence, shortage, or creation of a new clerical employee position as defined in Article 1 of this contract, the Employer shall give consideration in accordance with the following:

1. Ability to perform duties of position.
2. Possession of necessary technical skills and licenses.
3. Length of service within the department.
4. Length of service within the Township.

c. This Section shall in no way impede the Employer's ability to hire from outside the bargaining unit.

Vacancies shall be posted on the Township bulletin board.

Section 2. Probationary Period

a. The first ninety (90) days of employment for all new employees shall be considered a probationary period, with one (1) ninety (90) day extension upon written notification from the Township Manager. (See Dispatcher Addendum)

b. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

Section 3. Force Reduction

a. In the event of a reduction in the number of persons in a job classification within a division or department, or of the abolishment of a job classification within a division or department, the displaced employee may bump into a classification within the division or department first which carries the same rate of pay, secondly, into a classification carrying a lesser pay only if said employee is qualified to perform the duties and is of greater seniority than the employee being bumped.

b. Notice of any impending lay-off shall be placed upon the bulletin board fourteen (14) days prior to the lay off.

c. In the event of a recall from lay-off, employees will be recalled in the inverse order of the lay-off (by each position title in each department).

The name of any employee who is laid off shall appear on the recall eligibility list for a period of six months following the date of lay-off.

d. An employee's seniority shall cease under the following conditions:

1. Resignation or termination of employment for cause.
2. Lay-off of more than six (6) consecutive months.

ARTICLE 5. HOURS OF WORK AND OVERTIME

(See Addendum A for Communications Dispatcher).

Section 1. The normal work week shall be from Monday to Friday, both inclusive, and shall comprise five (5) days of seven (7) hours each.

Section 2. Any work performed beyond forty (40) hours in any normal work week shall be considered overtime compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

Section 3. Any work performed on Saturday of the employee's normal work week shall be compensated for at one and one-half (1-1/2) times the regular hourly rate of pay and all work performed on Sunday of the employee's normal work week shall be considered overtime and compensated for at two (2X) times the regular hourly rate of pay.

Section 4. Overtime shall be distributed equally as practical among the employees qualified in their department and capable of performing the work available, except that an employee shall not be removed from a job the said employee has been performing on that day in order to provide such equitable distribution of overtime.

Section 5. Call Back. In the event an employee is called back to work for an unscheduled emergency after the conclusion of a normal work shift, the employee will be entitled to a minimum of two (2) hours pay at the overtime rate.

Section 6. Except in case of emergency or in the event of performance of an assigned job, no seasonal or temporary part-time employee shall perform in excess of thirty-five (35) hours per week the duties of employees in the bargaining unit.

Section 7. Absence of Supervisor

See Township Manager's policy letter 9/1/82 - Addendum B.

ARTICLE 6. HOLIDAYS

Section 1. The Employer guarantees to all employees within the bargaining unit the following holidays with full pay for seven (7) hours at the employee's regular straight time rate of pay, though no work is performed on such days.

New Year's Day
Martin L. King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day

Election Day - Nov. - General
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Municipal Election Day as required

Section 2(a). Employees who work on any of the above holidays shall be paid for such work at the rate of two and one half (2-1/2) times the employee's regular rate, which shall include the holiday pay. To be eligible for holiday pay, said employee must work the scheduled work day before and the scheduled work day after the holiday unless the day is an excused day with pay.

Section 2(b). A holiday is defined as the twenty four (24) hour period beginning at 12:01 a.m. and ending 11:59 p.m.

Section 3. If a holiday falls on Saturday or Sunday, it shall be celebrated and compensated accordingly on the day preceding or the day following such holiday.

Section 4. Personal Day. One (1) day per year non-cumulative. Not to be used in conjunction with holiday, vacation or sick leave. Employee must request at least twenty-four (24) hours in advance. Employer may withhold a personal day in the best interest of the Township, however, a mutually agreeable date must be established for said personal day within ten (10) working days of said decision.

Personal days can be used in half (1/2) day sessions and if employee wishes to carry over to next year, must write letter to Township Manager by December 1 each year of the contract. Maximum accrual shall be two (2) personal days.

ARTICLE 7. VACATIONS

Section 1. The Employer agrees to grant to all employees within the bargaining unit vacations with pay in accordance with the following schedules in each year of this Agreement.

Length of Service

Vacation

If an employee is hired and works six (6) months, he shall be entitled to five (5) vacation days and if he works another six (6) months, he shall be entitled to another five (5) vacation days. If an employee does not use the five (5) vacation days upon completion of the first six (6) months of employment, then he shall be entitled to ten (10) vacation days upon completion of the second six (6) months worked.

2 - 5 years	1 day per month or 12 days per year
6 - 10 years	1-1/4 days per month or 15 days per year
11 - 15 years	1-1/2 days per month or 18 days per year
16 - 20 years	1-3/4 days per month or 21 days per year
21 years and over	2 days per month or 24 days per year

Section 2. The vacation accrual shall be sent to each department monthly. In preparing final vacation schedules, selection of vacation in conflict shall be based on Department seniority.

Section 3. Vacations may be taken anytime between January 2nd and December 31st. Half (1/2) days are permissible.

Section 4. Any employee may accrue up to two (2) years vacation time.

Section 5. Vacations may be scheduled in accordance with employees' discretion, however, said schedule shall not conflict with the best interests of the division or department.

ARTICLE 8. LEAVES

Section 1. Leaves of Absence Without Pay

a. By making application thirty (30) calendar days prior to the effective date, employees may apply to the Township Manager for a leave of absence without pay. Employees may be granted up to ninety (90) days approved absence without loss of adjustment to seniority rights. However, employees shall deposit with the Township funds to cover continuation of the cost of all Employer contributions to health, welfare, disability income protection and pension benefits, to include the Public Employees Retirement System, for any period of leave of absence without pay if it is desired to continue benefits through the leave of absence without pay period. Absence in a no-pay status will prohibit accrual on a pro rata basis of sick leave and vacation days and will adjust the anniversary date.

After thirty (30) days absence in a no-pay status will prohibit accrual on a pro rata basis, sick leave, vacation days and adjust the anniversary date.

b. On exhaustion of sick leave benefits, the employee shall automatically be placed on leave of absence without pay. If there is no coverage under the temporary disability insurance program, the employee shall furnish the Township Personnel Director with a medical statement as to disability, at least every thirty (30) calendar days. As a standard rule regarding physical disability, disability without compensation shall not exceed ninety (90) days. The Township may cause the employee to establish their continuing disability at any time through medical examination by a Township appointed physician.

c. On temporary disability, for those who apply and are qualified under the terms of the contract for payment of temporary disability insurance, such periods of payment are automatically considered as leave without pay subject to the following:

1. Those full time employees in a no-pay status with less than two (2) years of Township service shall be entitled to full benefits for the first thirty (30) calendar days of a temporary-disability-insurance-covered leave.

2. Those full time employees in a no-pay status with two (2) years or more of Township service shall be entitled to full benefits for the first one hundred eighty (180) calendar days of temporary-disability-insurance-covered leave.

3. On the 31st or 181st calendar day, respectively, of a temporary disability leave in a no-pay status, the employee shall be responsible for the Township share as well as the employee share for those benefits to which the Township contributes in part or wholly.

4. On termination of benefits, the employee is expected to return to work. Continued absence shall be considered to be a de facto resignation.

Section 2. Paid Sick Leave

One (1) day of paid sick leave per month shall be authorized to full time employees upon completion of probationary period and same shall be cumulative from year to year to a maximum of one hundred ten (110) days. When necessary, half (1/2) day sick leave may be taken. To obtain payment for sick leave next preceding or next following a holiday or vacation, sickness must be substantiated by a doctor's certificate. If the Township changes its sick leave accrual policy during the duration of this contract, the Union shall choose between the practice contained in this Agreement and the new Township policy.

Eligibility

a. Personal illness or physical incapacity resulting from causes beyond the employee's control.

b. The illness of a member of the employee's household that requires the employee's personal care and attention (not to exceed three (3) days).

c. Enforced quarantine of the employee in accordance with community health regulations.

Whenever deemed necessary, an employee using sick leave may be required to present medical verification of the cause for use of such sick leave.

Section 3. Bereavement Leave Pay

a. Employees may be granted not to exceed five (5) days off with pay at the employee's straight time rate in the event of the death of the employee's spouse or child. Employees shall be granted not to exceed three (3) days for any other member of the immediate family defined as parent, parent-in-law, sister, or brother. Employees shall be granted one (1) day off, the day of the funeral, without loss of pay, for the funeral of sister-in-law, brother-in-law, grandparent, grandchild. The Employer reserves the right to verify the legal relationship of the family member to the employee.

Section 5. Jury Duty

An employee who is called for jury duty shall be paid his regular straight time rate of pay in addition to jury duty pay, upon presentation of proper evidence of jury service. However, the employee shall be required to give prior notice to the Employer of his call for jury duty and shall be required to report to work if dismissed from jury duty on any day prior to 12 o'clock noon.

ARTICLE 9. VETERANS RIGHTS AND BENEFITS

SEE STATE STATUTE.

ARTICLE 10. HOSPITALIZATION BENEFITS

Section 1. The Employer agrees to provide all employees within the bargaining unit with the following, or coverage equal to existing insurance coverage.

(a). Traditional Basic Health Care Coverage

(1) Program Components

Hospitalization coverage with Garden State
Hospitalization Plan
Major Medical Insurance with Connecticut General
(medical/surgical)

(2) Cost

No cost to employee. Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.

(b). Health Maintenance Organization

(1) Rutgers Community Health Plan

(2) Cost

In accordance with the appropriate State Statutes, the Employer pays the same amount toward the cost of the premium of the alternative HMO as it does to the Traditional Plan for the same coverage code (i.e. employee only, parent/child(ren), family). Any additional costs for the HMO will be paid by the employee through payroll deductions.

(3) U.S. Health Care

(4) Cost

Same as (2 Cost) above.

(c). Prescription Drug Program

P.C.S. - Pharmaceutical Card System, Inc.

Cost: Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.

(d). Dental Program

Connecticut General

Cost: Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.

(e). Hospitalization benefits/Optical Plan will be increased to \$50.00 effective July 1, 1987.

Section 2. Payment of a temporary Disability Income Protection Plan is based upon present policy of equivalent shares to be paid by Employer and employee.

ARTICLE 11. DISCHARGE

An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, except the probationary employee, at the time of such discharge, and such notification shall set forth the reason for such discharge.

ARTICLE 12. GENERAL

Section 1. It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, color, creed, religion, nationality, or sex, and further, that no employee shall be discriminated against or interfered with because of legal Union activities.

Section 2. No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

Section 4. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all employees, nor to interfere with any currently reserved managerial prerogative.

Section 5. The Township of Franklin reserves all rights and responsibilities granted to it by law including, but not limited to, the right to hire, fire, train, discipline and/or direct the work force.

ARTICLE 13. SALARIES, WAGES, LONGEVITY

Section 1. Effective January 1, 1989 all employees in the bargaining unit shall receive a 5.5% increase across the board.

Section 2. Effective January 1, 1990 all employees in the bargaining unit shall receive a 5% increase across the board.

Section 3. Effective January 1, 1991 all employees in the bargaining unit shall receive a 5% increase across the board.

The wage rate shall be further adjusted on January 1, 1991, if the rate of inflation established by the Consumer Price Index for Urban Wage Earners and Clerical Workers for the New York-Northeastern New Jersey SMSA for that period increases 2% above the agreed upon percentage wage rate (5%) for 1991.

All salary increases will be added to employee's base and all percentage increases will be calculated from said employee's salary minus longevity from the preceding year.

All monies are retroactive to January 1, 1989.

Section 4. The Employer agrees to pay to each employee in the bargaining unit who received pay for at least ten (10) days in the previous months, a montly supplemental bonus of six dollars (\$6.00), which will be paid by the Township for the months worked in the preceding year, beginning January 1, 1989, by the last pay period in December. This monthly bonus will be further increased by an additional four dollars and eighty cents (\$4.80) beginning January 1, 1990, payable for the number of months worked in the preceding year, beginning January 1, 1990, by the last pay period in December 1990, and ten dollars and eighty cents (\$10.80) per month will be paid for the year beginning January 1, 1991.

Section 5. LONGEVITY

In addition to the salary increase or differential, employees shall receive longevity in accordance with the following schedule. Said longevity shall not be construed to be part of any salary increase and shall not be added into base wages. Said longevity payments will be divided evenly amongst the 26 pays.

Longevity will be increased effective July 1, 1989 as follows:

After six (6) years to ten (10) years.....	Maximum of \$ 530.
Eleven (11) years to fifteen (15) years....	Maximum of \$ 695.
Sixteen (16) years to twenty (20) years....	Maximum of \$ 860.
Twenty one (21) years plus.....	Maximum of \$1,025

ARTICLE 14. SEPARATION AND SEVERANCE PAY

Section 1. Separation from the service of the Employer may result from voluntary resignation of the employee.

Section 2. Employees who resign will tender their resignation in writing, at least two (2) weeks prior to the effective date of the resignation. Employees separated in good standing who have no more than two (2) years permissible vacation leave to their credit at the time of separation shall be paid the salary equivalent to accrued vacation leave.

Section 3. Upon retirement or death after ten (10) years of service, the employee or his survivor will receive full payment for any unused accumulated sick leave up to one hundred ten (110) days computed on the basis of final wages. For the purpose of this Section retirement date shall be the date established by the Public Employees Retirement System. Deferred retirement benefits shall not count as retirement for purpose of this Section. Any employee who is eligible to retire shall give at least twelve (12) months notice to the Employer if they desire a lump sum payment for accumulated sick leave, otherwise

payment will be made in twelve (12) equal monthly installments. The Employer shall have forty-five (45) days from receipt of the employee's formal Notice of Retirement Approval to make final computations of amount due. No payment under this Section shall affect either by increasing or decreasing any pension or retirement benefit due the employee.

ARTICLE 15. FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

ARTICLE 16. TRANSFERS

Temporary transfers shall be determined by the Township Manager when deemed to be in the best interests of the Township.

ARTICLE 17. JOB VACANCIES

Section 1. All job openings will be posted for three (3) working days. Persons apply by written letter to the Assistant Manager/Personnel Officer.

Section 2. All persons who are formally interviewed, after their written application, will be notified before the new employee starts in the job opening. The Employer will endeavor to give written or telephone notice to all applicants who are interviewed.

ARTICLE 18. DURATION OF AGREEMENT

This Agreement shall become effective January 1, 1989 and shall continue in full force and effect until December 31, 1991.

This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least sixty (60) days prior to the expiration date to change or modify or terminate this Agreement. In such case, the parties shall endeavor to negotiate a new contract within sixty (60) days prior to the expiration of this Agreement.

Except as set forth above, all provisions of the collective bargaining agreement between the parties remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

TOWNSHIP OF FRANKLIN

NATIONAL UNION OF PUBLIC EMPLOYEES
LOCAL 930

BY: Joseph Martin

William A. Feeney

ATTEST:

Jan C. Pelles

ADDENDUM ASPECIAL WORKING CONDITIONS FOR COMMUNICATIONS DISPATCHERSSection 1. Hours of Work

The work shift shall be as follows, except if the Chief, in his discretion, seeks to change these hours, he may do so on three (3) days notice:

Day Shift	6:50 a.m. to 3:00 p.m.
Afternoon Shift	2:50 p.m. to 11:00 p.m.
Midnight Shift	10:50 p.m. to 7:00 a.m.

Dispatchers will be in and ready for duty ten (10) minutes before hour for briefing by the prior dispatcher. Dispatchers are compensated for this by having a forty (40) minute lunch period.

Section 2. Overtime

Overtime shall be offered to all dispatchers who are available before soliciting any police officers on an overtime basis. The Township shall not be precluded from utilizing police officers on a straight-time basis on regular duty as substitutes for dispatcher absence/vacancy.

The Township agrees to compensate the dispatchers at a rate of one and one half (1-1/2) times the regular rate of pay for all time incurred beyond the normal duty day.

The list of overtime will be posted fifteen (15) to thirty (30) days before the overtime will be worked and it will be the employee's responsibility to sign up for the overtime.

Section 3. Holiday Pay

Holiday pay due to dispatchers shift schedule will be paid at two and one half (2-1/2) times when on duty and two (2) times his/her rate if scheduled off.

Section 4. Extension of Probationary Period

Probationary period may be extended for two (2) ninety (90) day periods in addition to original two, ninety day periods, not to exceed one (1) year.

Section 5. Work on Seventh Day

Any dispatcher who works on the seventh (7th) day shall be compensated one and one half (1-1/2) times his regular hourly rate of pay.

Section 6. All dispatchers shall receive, by April 15 of each year, a fifty (\$50.00) dollar clothing maintenance fee and in addition, between January 1 and April 15, each dispatcher will receive a clothing allowance of one hundred (\$100.00) dollars.

ADDENDUM B

82-139

TO: Township Council

FROM: John C. Lovell
Township Manager

DATE: September 1, 1982

RE: Acting Dept. Head Salaries, Policy Establishment

In the past, the Township has been faced with prolonged periods during which Department Head Positions have been filled by Deputies, Assistants, or the person with presumably the greatest knowledge of the department's operations. Unfortunately, no set policy has been established governing reimbursement for employees who have served in this "acting department head" capacity and, therefore, variations have existed with regard to the way in which employees were reimbursed for this service.

This issue should not be confused with the temporary appointment of a Township Manager from employee ranks. The magnitude of responsibility and variation of duties for an Acting Township Manager is substantially different in scope from a situation in which the member of a department is elevated within the same department to the acting department head position.

It is my opinion that the Township establishes the position of deputy or assistant for the specific purpose of guaranteeing sufficient departmental depth so as to ensure smoothness of operation during periods in which the department head is absent. Employees further benefit financially from said titles and, therefore, a degree of extra service can be justifiably demanded, i.e., acting in the department head's absence due to vacation, holidays, sickness, etc. without additional compensation. I would note that only limited responsibility is assigned to the assistant or deputy during these periods as the department head remains ultimately responsible for the operation of the department. This policy will continue into the future without amendment.

Unfortunately, there are on occasion extended periods in which actual vacancies occur for department head positions due to termination, resignation, retirement or death. During these periods, it is customary to advertise the vacancy and in the interim period, appoint an acting department head with the full responsibility for departmental supervision and decision making. It is my opinion that special compensation should be granted to an employee for these periods as a means of reimbursing the employee for services beyond those functions outlined in the previous paragraph. Based upon this observation, I am implementing a policy retroactive to January 1, 1982

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which calls for the payment of department head wages in accordance with the salary scale (entry level) for employees serving as "acting department heads" during periods when said department head positions are in fact open due to termination, resignation, retirement or death. Said wage adjustment shall be effective as of the date indicated via memorandum from the Township Manager assigning the acting department head title to the employee so notified.

I would note that I will retain the authority to determine whether or not such an assignment is warranted on a case by case basis as the possibility exists that, such an action will not always be necessitated. The simple vacancy of a department head's position will not guarantee the appointment of an "acting department head".

Please note that this policy modification will substantially affect May Wetzel of the Tax Assessor's office who acted in the capacity of the Tax Assessor from January 1, 1982 (Retroactive date) until April 19, 1982. Should the Council wish to provide Township Clerk, Madelyn Maak, with this same benefit a special line item will have to be placed in the 1983 budget to cover the 1980 and 1981 years in which two vacancies existed for the position of Township Clerk. These monies cannot be charged to the 1982 budget. I would further note that should the Council decide to extend the retroactivity of this policy via raising special budget line items in 1983, a Pandora's Box may be opened with regard to the historical lack of a policy and the resulting variations in reimbursement to employees.

In closing, please note that I am empowered by the Township's salary ordinance to administer same, and it is my opinion that this policy modification is an exercise of that authorization.

John C. Lovell

cc: All Department Heads

Donato Nieman - Personnel

ADDENDUM C

Section 1. Education Program

The Township agrees to pay one (\$.01) cent per hour for each employee to a maximum of \$20.80 per year to Teamster Local 11 Educational Program.

Such Fund is to be administered in accordance with the Local 11 Welfare Plan Trust Agreement by an equal number of Employer and Employee Trustees.

Section 2. Training

a. Training deemed essential by the department director and approved by the Personnel Director will be normally taken on Township time, and such course will be fully funded by the responsible department to include travel expenses. Such essential training and education must be directly related to the position currently occupied for more efficient performance rather than another job or new additional skill.

b. The Township shall reimburse the employees for tuition costs for training courses taken by the employees at their request when such courses are approved by the department head and the Personnel Director in advance of enrollment and are determined by the department director and the Personnel Director to be of benefit to the Township. Such training courses shall be taken on the employee's own time unless otherwise authorized by the Township Manager and fifty percent (50%) reimbursement shall be made to employees after proof of enrollment and fifty percent (50%) after proof of successful completion of such approved course.

c. The above is contingent on funds being properly provided in the appropriate budget.

Section 3. Agency Shop Indemnification

Local 930, N.U.P.E., hereby agrees to indemnify, defend, and save harmless the Township of Franklin from any claim, suit or action, or judgments, including reasonable costs of defense which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.